



Issue Date: July 26, 2017

A Pre-Bid Meeting will not be held.
Question submittal deadline is August 9, 2017.

Bid Due Date: August 21, 2017

INVITATION TO BID

BID NO. RTSX-170052-DS

BUS STOP IMPROVEMENTS – PHASES V AND VI

Procurement Representative:

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Procurement Division

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City of Gainesville
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**City of Gainesville
General Government Procurement
Invitation to Bid**

DATE: July 26, 2017

BID #: RTSX-170052-DS

BID NAME: Bus Stop Improvements – Phases V
and VI

BID DATE: August 21, 2017
@ 3:00 p.m. local time

Sealed bids will be received by the City of Gainesville, Florida, at General Government Procurement until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Procurement Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Procurement. Bids must be in the possession of General Government Procurement prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Procurement at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Procurement will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PROCUREMENT AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and submitted in triplicate or bid will be subject to rejection. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

A PRE-BID CONFERENCE WILL NOT BE HELD. The question submittal deadline is August 9, 2017.

There will be a non-refundable fee of \$ 2.00 per set of plans and specifications picked up at the City of Gainesville Procurement Division.

Deviations are not acceptable and will result in your bid response being considered “non-responsive”. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting the Specifications. A Bidder who is aggrieved in connection with the specifications of this bid must advise General Government Procurement in writing prior to the opening of bids. The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted at 200 East University Avenue, 3rd floor, Gainesville, Florida. Protests of the intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

Daphyne SESCO, Senior Buyer
General Government Procurement
(352) 334-5021

SECTION I – INSTRUCTIONS TO BIDDERS

1. Definition of Terms

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 Change Order: A written directive, issued after the Effective Date of the Contract, to show the recommendation of the City's Authorized Representative, the approval of the Architect/Engineer, if any, and the authorization of the City to a change in the work that results in an adjustment in the Contract Price or the Time for Completion. The work covered by a Change Order shall be within the scope of the Contract. The Contract Price and the Time for Completion may be changed only by a Change Order, not by a Field Order or Work Change Directive. A Change Order signed by the Contractor indicates the Contractor's final agreement therewith, and shall not be subject to further claim.
- 1.4 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.5 Commercially Useful Function: Shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.6 Construction Services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or an other improvements to real property.
- 1.7 Contract or Agreement: The Contract executed by the Owner and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.8 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.9 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.10 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.11 Disadvantaged Business Entity (DBE): A for-profit small business concern: (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, 51 percent of the stock of which is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 1.12 Field Order: A written directive to Contractor, issued after the Effective Date of the Contract, which orders minor changes in the Work, but which does not involve an increase in the Contract Price or Time for Completion. The work covered by a Field Order shall be within the scope of the Contract. A Field Order is signed by the Contractor and the City's Authorized Representative.
- 1.13 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

- 1.14 Local Small and Service-Disabled Veteran Business: A Small and/or Service-Disabled Veteran Business, which is duly licensed and authorized to engage in business, maintains a permanent principal place of operation with no more than 200 full time employees within the corporate limits of the City of Gainesville, has a net worth not exceeding \$5 million and maintains a current City business tax receipt, and is certified by the Office of Equal Opportunity.
- 1.15 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.16 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.17 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.18 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.19 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 1.20 Work Change Directive: A written directive to Contractor issued after the Effective Date of the Contract, and signed by City's Authorized Representative, with approval of the Architect/Engineer, if any, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. The work covered by a Work Change Directive shall be within the scope of the Contract. A Work Change Directive does not change the Contract Price or Time for Completion but is evidence that the parties expect that such a change will be incorporated in a subsequently issued Change Order following negotiations by the parties. A Work Change Directive differs from a Change Order in that at the time the Work Change Directive is issued, it is not possible for either the City or the Contractor to accurately quantify the exact increase in the Contract Price or the Time for Completion that will result from the ordered change in the Work. A Work Change Directive is signed by the Contractor and the City's Authorized Representative.
- 1.21 Laws and Regulations. Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

2. Specifications

- 2.1 All sections of the Specifications and all supplementary documents are essential parts of the Contract and requirements occurring in one are as though occurring in all. These Specifications and documents in their entirety shall be included in, and made a part of, the Contract between the City and the successful Bidder.
- 2.2 If there is any conflict between the terms and conditions contained in the Specifications, the precedence of the Specifications shall be as follows:
- (a) contract
 - (b) addenda or modifications of any nature, if any
 - (c) supplementary conditions, if any
 - (d) technical specifications, if any
 - (e) special provisions
 - (f) general conditions
 - (g) instructions to bidders
 - (h) bid form
 - (i) invitation to bid

- 2.3 Any Bidder in doubt as to the true meaning of any part of the Specifications or related documents may submit a written request to the City for interpretation thereof. Any interpretation to a bidder will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each Bidder receiving a set of documents.

3. Bond Requirements

- 3.1 Bond requirements are detailed in the sections entitled Special Provisions.
- 3.2 Performance/Payment Bond. All projects with a value of \$200,000.00 or more are required by state law to have a Performance/Payment Bond. In accordance with Chapter 255.05, Florida Statutes, any person entering into a formal contract with the City for the construction of a public building, for the prosecution and completion of a public work or for repairs upon a public building or work shall be required, before commencing the work, to execute, deliver to the City, and record in the public records of the county where the improvement is located, a payment and performance bond with a surety authorized to do business in the state of Florida as surety.

4. Preparation of Bids

- 4.1 Bids shall be submitted in triplicate on the prescribed form provided in these Specifications. All copies must be plainly marked by the Bidder who will be responsible for their correctness. All blank spaces must be filled in as noted in ink or type. Any erasures or corrections must be initialed in ink by the Bidder. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.
- 4.2 Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.
- 4.3 Bids shall be accompanied with the attached Tabulation of Subcontractors & Suppliers form, listing the Subcontractors and Material Suppliers which the Bidder proposes to employ. Subcontractor and Supplier requirements are detailed in Section 7.3 of the General Conditions.
- 4.4 Deviations are not acceptable and will result in your bid response being considered “non-responsive”. Otherwise, it will be considered that labor, materials and equipment bid are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting those Specifications.
- 4.5 A Bidder is expected to fully inform itself as to the requirements of the Specifications and failure to do so will be at its own risk. A Bidder shall not expect to secure relief on the plea of error.

5. Contact Person

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

6. Qualifications of Bidders

- 6.1 The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work.
- 6.2 If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. Receipt and Opening of Bids

- 7.1 All bids must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the Invitation to Bid. Any Bidder may withdraw its bid either personally, or by telegraphic or written communication at any time prior to the scheduled closing time for the bid.
- 7.2 The Bidder shall submit its bid on the form furnished with all indicated information filled in on the form. Bids shall be in the units specified for each item. The Bidder shall enter the company name wherever the Bid Form so indicates and shall sign the Bid Form wherever the Bid Form so indicates.
- 7.3 Bids shall be publicly opened at the time and place indicated in the Invitation to Bid and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier.

8. Consideration of Bids and Award of Contract

- 8.1 If the Contract is awarded, the City will accept the bid and award the Contract to the successful Bidder within sixty (60) days after the opening of the Bids by written notice to the successful Bidder. The award of the Contract will be made to one Contractor only for all work to be done.
- 8.2 Failure on the part of the successful Bidder to execute a Contract within fifteen (15) days after the notice of acceptance shall be just cause for annulment of award. The City may then accept the bid of the next best evaluated bid or re-advertise for bid.
- 8.3 If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder.
- 8.4 City reserves the right to award the contract to other than the low Bidder for such reasons as acceptability of specific products or designs, delivery times, warranties, past performance, unacceptable deviations or exceptions taken to these Specifications or degree of compliance with any other requirement of these Specifications. Further, City shall have the right to consider price, quality, past performance, time required for performance and qualifications of the Bidder in making the award.
- 8.5 The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest.
- 8.6 Any contract resulting herefrom shall not be effective until fully executed by all parties.

9. Performance

- 9.1 All material and parts shall be bid F.O.B. Gainesville, Florida, at the job site.
- 9.2 The performance time may be a factor in the evaluation of the Bid. The performance time shall be defined as the anticipated time period expected to elapse between receipt of the purchase order or execution of the Contract and completion of the work. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the Contract and will surely be considered in the evaluation of future bids.

10. Collusion

- 10.1 The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

- 10.2 No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor will such person directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

11. Addenda

Addenda issued by City prior to the bid opening shall be binding as if written into the Specifications. Bidders shall acknowledge receipt of the same as indicated on the Bid Form.

12. Tie Bids

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida, and (5) coin toss. In the case where Federal funds are being utilized, articles 2, 3 and 4 will not apply.

13. Rights of Appeal

Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

SECTION II – GENERAL CONDITIONS

1. Work

- 1.1 Conduct of the Work. The Contractor shall employ only competent and skilled workers on the work and shall employ a competent superintendent or foreman with authority to give and receive orders and execute the work to be present at all times when work is in progress. The superintendent shall not be changed without written approval of the City. The Contractor shall, upon demand from the City, immediately remove any superintendent, foreman or other worker who the City shall consider incompetent or undesirable. Should the Contractor fail to remove such person or persons or fail to furnish suitable or sufficient machinery, equipment or force for the proper execution of the work, the City may suspend the work until compliance with such orders. All materials to be permanently installed shall be new and of the most suitable grade for the purpose intended. Equipment shall be modern, in good condition, and of adequate size to perform the duty required.
- 1.2 Authorized Changes in the Work. The City may, without invalidating the Contract and without preliminary notice to the surety, order changes in the Work consisting of additions, deletions or other alterations, provided the changes are within the general scope of the Contract. All such changes in the Work shall be documented by Change Order, Work Change Directive or Field Order, and shall be performed promptly by the Contractor under the applicable conditions of the Contract.
- 1.2.1 Unless otherwise specified herein, the City's Authorized Representative, upon approval of the City Manager or his designee, shall be and is hereby authorized to make such alterations in the Work as may increase or decrease the originally awarded Contract quantities, provided that the aggregate of such alterations does not increase the Contract Price or the total cost of any major Contract line item by more than the ten percent (10%). A major Contract item shall be defined as having a cost equal to or greater than ten percent (10%) of the amount of the Contract Price. Alterations which do not exceed the ten percent (10%) limitation shall not invalidate the Contract nor release the Surety, and Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original Contract. These alterations must be for work within the scope of the Contract and shall be documented by Change Order and/or Work Change Directive. Change Orders for altered work may include extensions of Time for Completion where, in the City's Authorized Representative's opinion, such extensions are necessary and commensurate with the amount and difficulty of added work.
- 1.2.2 Should the aggregate increase of altered work exceed the ten percent (10%) limitation specified above, such excess altered work shall be covered by a supplemental agreement. If City and Contractor are unable to agree on an adjustment for work that requires a supplemental agreement, City reserves the right to terminate the Contract with respect to the work and make other arrangements for its completion. All supplemental agreements shall be subject to the approval of the City Commission.
- 1.2.3 Notwithstanding anything contained herein to the contrary, City shall have the right to terminate this Contract in accordance with Section 17.2. In the event of such termination, provisions herein regarding additional compensation shall not be applied.
- 1.3 Suspension of Work. The City shall have the right to suspend work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or other conditions, which the City considers unfavorable for the work to proceed. No allowance of any kind will be made for such suspension of work except an extension of equivalent time for completion of the Contract.
- 1.4 Unauthorized Changes in the Work. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Time for Completion with respect to any work performed that is not required by the Contract as amended by Change Order or Work Change Directive, except in the case of an emergency as provided in Section 1.6.
- 1.5 Changed Conditions. If during the progress of the work, field conditions are found to differ materially from those covered by the Specifications or from those which could reasonably have been foreseen by a Contractor who is familiar with conditions found in this area after examination of the site, the Contractor shall provide written notice to the City's Authorized Representative within 5 days of discovering the changed conditions and before it begins work on which it may have a claim for adjustment to the Contract Price or Time for Completion. The City shall, within 10 days of receipt of the written notice, determine whether a change in the Work is required. If the City determines a change is required, a Change Order or Work Change Directive will be issued to document the change. If the City fails to respond within 10 days, the change shall be deemed denied. If the City determines a change is unnecessary, the Contractor shall proceed with the Work under the Contract or shall file a claim in accordance with Section 22. If Contractor fails to provide the 5 day written notice noted

above, Contractor will be deemed to have waived any right it otherwise may seek an adjustment to the Contract Price or Time for Completion or to make any claim for damages or additional compensation.

- 1.6 **Emergencies.** In the event of an emergency affecting the safety or protection of persons, property or work at the project site or adjacent thereto, Contractor is obligated to immediately notify the City's Authorized Representative to prevent damage, injury or loss. Contractor shall give the City's Authorized Representative written notice within 36 hours after the occurrence of the emergency as to any significant changes in work or variations from the Contract the Contractor believes have been caused thereby. If the City's Authorized Representative determines that a change in the Contract is required because of the action taken in response to an emergency, a Change Order, Work Change Directive or Field Order will be issued to document the consequences of the changes. If Contractor fails to provide the 36 hour written notice noted above, Contractor will be deemed to have waived any right it otherwise may seek an adjustment to the Contract Price, an extension of the Time for Completion or to make any claim for damages or additional compensation.
- 1.7 **Interpretation of Estimated Bid Quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications may be given in the Bid Documents. If so, it is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and awards of the Contract. The City does not expressly or by implication agree that the actual quantities involved will correspond exactly with the estimated quantities; nor shall the Contractor plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor shall be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided.

2. Contract Price

2.1 Contract Price.

The City shall pay the Contractor for the work at the price[s] stated on the Bid Form. No additional payment shall be made to the Contractor except for additional work or materials as stated on a valid change order issued by the City prior to the performance of the work or delivery of materials.

- 2.2 **Final Payment Acceptance.** The acceptance by the Contractor of final payment due on completion of this contract shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Contract.
- 2.3 The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

3. Time of Completion

- 3.1 The work shall be completed within the time provided in the Special Provisions section of the specifications.
- 3.2 Time is of the essence for the completion of all work under this contract.
- 3.3 Actual damages will be charged upon delay.

4. Examination of the Site

- 4.1 Before submitting a bid, the Bidder may visit the job site in order to ascertain the prevailing local conditions which may affect the work to be done.
- 4.2 Arrangements to visit the work site can be made by contacting the Authorized Representative designated in the Special Provisions section of the specifications.
- 4.3 The site of the work is as specified in the Special Provisions section of the specifications.

- 4.4 No payment for additional work or materials shall be made upon any claim of changed condition[s] if such condition[s] could have been reasonably foreseen upon diligent examination of the site prior to submission of the bid.

5. Cooperation/Coordination

- 5.1 The City and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials.
- 5.2 Work By City. The City of Gainesville hereby reserves the right to perform activities in the area where work is being done under this contract with its own forces.
- 5.3 Work By Other Contractors. The City of Gainesville hereby reserves the right to permit other contractors to work within the area which is the site of the work under the Contract.
- 5.4 Coordination. Contractor shall afford City and other contractors reasonable opportunity for the introduction and storage of their equipment, materials and equipment and the execution of their work concurrently, and shall properly coordinate its work with theirs in the best interest of the City.

6. Bonds

- 6.1 Bid Security. If Bid Security is required in the Special Provisions section of the specifications, each bid must be accompanied by a cashier's check, certified check or bid bond in the form attached to these specifications payable to the City of Gainesville in the amount of five percent (5%) of the bid submitted. Bid security will be forfeited if the successful Bidder fails to execute a contract with the City substantially in the form attached hereto within fifteen (15) days after notification of award of the Contract. The City shall within ten (10) days after the opening of the bids, return the bid securities of all Bidders except those posted by the three lowest responsive Bidders, whose bid securities will be returned upon the final award and execution of the Contract between the successful Bidder and the City, and after proof of insurance and/or a Performance Bond as specified herein has been received by the City.
- 6.2 Performance Bond. If Performance and Payment Bonds are required in the Special Provisions section of the specifications, the Contractor shall furnish a copy of the recorded a Performance and Payment Bond in the form attached to these specifications, each in an amount of 100% of the lump sum amount bid as security for the full and complete performance of the Contract and for the payment of all persons performing labor, furnishing materials or furnishing equipment in connection with the Contract.
- 6.3 Requirements as to Surety. If either Bid Security or Performance/Payment Bond is required in the Special Provisions section of the specifications, the Surety or Sureties issuing such bonds shall be a company or companies satisfactory to the City. Any surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business in Florida.

7. Responsibilities of the Contractor

- 7.1 Performance. The Contractor shall perform all authorized work initiated by the City promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as it may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the City for any purposes whatsoever.
- 7.2 Materials, Services and Facilities. The Contractor shall provide and pay for all labor, tools, equipment, transportation and materials and these shall be of a high quality in every respect. The Contractor's employees shall be as clean and as in good appearance as the job conditions permit and shall conduct themselves in an industrious and courteous manner. Modern tools kept in good working order shall be utilized. Adequate first aid supplies shall be provided by the Contractor and shall be accessible to the employees.
- 7.3 Subcontractors.
- 7.3.1 The Contractor may utilize service or specialty Subcontractors or Material Suppliers on those parts of the work which under normal contracting practices are performed by specialty Subcontractors or Material Suppliers. **The Tabulation of**

Subcontractors and Material Suppliers form must be completed and submitted with the bid. The following provisions shall apply:

- 7.3.2 The Contractor shall notify the City in writing of any Subcontractor or Material Supplier that is to be utilized and no Subcontractor or Material Supplier shall be employed without the written approval of the City.
- 7.3.3 The Contractor shall be as fully responsible to the City for acts and omissions of persons directly or indirectly employed as it is for the acts and omissions of persons strictly employed.
- 7.3.4 Nothing contained in this Contract shall create any kind of contractual relationship between the Subcontractor and the City.
- 7.3.5 If City, after due investigation, has reasonable objection to any proposed Subcontractor, Material Supplier, individual, or entity, City may, before the Notice of Award is given request apparent Successful Bidder to submit a substitute, without an increase in the Bid. If apparent Successful Bidder declines to make any such substitution, City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Material Suppliers, individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which City makes no written objection prior to giving the Notice of Award will be deemed acceptable to City.
- 7.3.6 Contractor shall not be required to employ any Subcontractor, Material Supplier, individual, or entity against whom Contractor has reasonable objection.
- 7.3.7 All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
- 7.4 Laws and Regulations. Contractor shall keep itself fully informed of all applicable Laws and Regulations which in any manner affect the Project/Work. All permits, licenses, inspection fees, impact fees, and other costs necessary for performance of, compliance with, and/or completion of the Project/Work shall be obtained and paid for by Contractor, unless otherwise modified in the Supplementary Conditions.

If the City has obtained and paid for any permits or licenses applicable to the Project/Work, Contractor shall meet all requirements of those permits and licenses. Contractor shall bear all costs arising from Contractor's responsibilities under this Article.

All Work is to be performed by Contractor in accordance with the most current applicable Laws and Regulations. Provided, however, in the event of any changes to any applicable Laws and Regulations that take effect after the date Contractor submitted its Proposal to the City, and under the circumstances it is not reasonable to assume that contractor was or should have been aware of such changes, and Contractor provides Notice to the City of the changes and City thereupon directs Contractor in writing to perform the Project/Work in accordance with such changes, and such changes impact the time and/or cost of Contractor's performance of the Project/Work, a Change Order or similar document shall be issued with respect to such changes.

- 7.5 Indemnification.
- 7.5.1 Contractor shall indemnify and hold harmless Owner, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the Contractor in the performance of the Work.
- 7.5.2 In any and all claims against Owner or its officers, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.5.1.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.6 Responsibility for Damages.

- 7.6.1 Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible and (e) damage to existing utilities.
- 7.6.2 If a damage or injury claim is made by the owner or occupant of any such land, utility, or area because of the performance of the Work, or because of negligent, reckless, or intentional wrongful misconduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) indemnify and hold harmless Owner and Project Manager, and the officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.
- 7.7 Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by the City (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against the City for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If the City shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred by or imposed upon the City in connection therewith.

8. **Insurance**

- 8.1 City's and Subcontractors Insurance. The Contractor shall not commence work until he has obtained all the insurance required under these documents and until such insurance has been approved by the City nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor has obtained the insurance required for a Contractor herein and such insurance has been approved unless the Subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- 8.2 Compensation Insurance. The Contractor shall procure and maintain worker's compensation insurance to the extent required by Florida Statute 440 for all employees to be engaged in work under this Contract.
- 8.3 Public Liability Insurance. The Contractor shall procure and shall maintain broad form comprehensive general liability insurance (including contractual coverage) and comprehensive automobile liability insurance in the amounts shown in the special provisions section. The City shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Comprehensive General (Public) Liability (other than automobile)

- A) Premises/Operations
- B) Independent Contractors
- C) Products/Completed Operations
- D) Personal Injury
- E) Contractual Liability
- F) Explosion, collapse and underground property damage (unless such coverage is excluded in the Special Provisions section).

Comprehensive Automobile Bodily Injury and Property Damage Liability

- A) City/Leased Automobiles
- B) Non-Owned Automobiles
- C) Hired Automobiles

- 8.4 Proof of Carriage of Insurance. The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

9. Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

10. Assignment of Contract

- 10.1 The Contractor shall not assign or subcontract in whole or in part its rights or obligation under the Contract or any monies due or to become due hereunder without the written consent of the City.

11. Sovereign Immunity

Nothing in the Contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

12. Liens

Before the final acceptance of the work and payment by the City, the Contractor shall furnish to the City proper satisfactory evidence, under oath, that all claims for labor and materials employed or used in the construction of said work have been settled and no legal claim can be filed against the City for such labor and materials. If such evidence is not furnished to the City, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to the Contractor under this Contract until the liability shall be fully discharged.

13. Defective Work and Materials – *Suspension of Work*

- 13.1 All materials furnished or work done, when not in accordance with the intent of these Specifications, shall be rejected and shall be removed immediately and replaced by suitable and satisfactory work and materials. Failure to reject any defective work or materials will not prevent later rejection when such a defect is discovered and shall not relieve the Contractor of its obligation to fulfill the Contract even though such work and materials have been previously inspected by the City and accepted; it shall not obligate the City to final acceptance nor shall it prevent the City in any time subsequent from recovering damages from work actually shown to be defective within a one year period after the final acceptance.
- 13.2 If the Contractor fails to remove any defective work or materials, the City shall have the right to stop work and remedy the cause at the expense of the Contractor.
- 13.3 If the City deems it expedient to accept minor imperfect work, the City shall have the right to retain such work and an equitable deduction shall be made in the Contract price.
- 13.4 The City has the authority to suspend the Contractor's operations, wholly or in part, for cause, for such periods deemed necessary. The City will order such suspension in writing, giving in detail the reasons for the suspension and stating whether contract Time will be charged during the suspension. Unless the City, at its sole discretion, determines that the suspension of the Contractor's operations is for the convenience of the City, Contract Time will be charged during all suspensions of Contractor's operations. No additional compensation will be paid to the Contractor when the operations are suspended for the following reasons:
- a. The Contractor fails to comply with the Contract Documents.
 - b. The Contractor fails to carry out orders given by the City.
 - c. The Contractor causes, or unreasonably allows to exist, conditions considered unfavorable for continuing the Work.

Contractor shall immediately comply with any suspension order. Contractor shall not resume operations until authorized to do so by the City in writing. Any operations performed by the Contractor and otherwise constructed in conformance with the provisions of the Contract after the issuance of the suspension order and prior to the City's authorization to resume operations will be at no cost to the City. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the City to declare the Contractor in default.

14. Damage to the Work

Until final acceptance of the work by the City, it shall be under the charge and care of the Contractor who shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair, restore or make good, at its own expense, damages to any portion of the work before its completion and acceptance.

15. Final Cleanup

Before the work is considered complete, all rubbish and unused material due to, or connected with, the work must be removed and the premises left in a condition satisfactory to the City. All property, public or private, disturbed or damaged during the execution of the work shall be restored to its former condition. Final payment will be withheld until such work is accomplished.

16. Safety and Protection

- 16.1 Safety. The Contractor shall furnish and install all necessary and temporary work for the protection of the work and the safety of the public and shall carry on this work in a manner best calculated to avoid injury to the public or to the workers.

17. Termination/Default

- 17.1 Termination. If the Contractor shall be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditor(s), or if a receiver shall be appointed for the Contractor, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should refuse or fail to make payment to persons supplying labor or materials for the work under the Contract, or persistently disregard instructions of the City, or fail to observe or perform or be guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten (10) days' prior written notice to the Contractor of its intent to terminate and such default shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the work; and the City may take possession of and utilize in completing the work such materials, appliances, equipment as may be on the site of the work and necessary therefore. The Contractor shall be liable to the City for any damages resulting from such default.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

- 17.2 Termination for Convenience. City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City. Contractor shall not be entitled to anticipated profits, or other consequential damages.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

18. Delay

- 18.1 Notwithstanding the contract schedule, the City shall have the right to delay performance for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the contract schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.

If the work is stopped or delayed for more than three months, either in whole or in substantial part, either the City or Contractor may elect to terminate the Contract because of such delay. If such stoppage or delay is due to actions taken by the

City within its control, Contractor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract.

- 18.2 If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.
- 18.3 **NO DAMAGES FOR DELAY.** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under the Contract Documents, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution or completion of the Work, (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to as "Delay") whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damage in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

19. Warranty/Guarantee

- 19.1 Contractor warrants and guarantees to City that all materials will be new unless otherwise specified and that all work will be of good quality and free from defects and in accordance with the Specifications.
- 19.2 Contractor agrees to remedy promptly, and without cost to City, any defective materials or workmanship which appear within one (1) year from the date of final acceptance of the work.
- 19.3 No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.
- 19.4 No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for five years wherever possible.

20. Payment

- 20.1 Punch list and Payment. The City is required to devise a list (generally known as a "punch list") of items required to render the construction services purchased "complete, satisfactory, and acceptable". This list will be provided in accordance with the timeframe as stated in Section 218.735, Florida Statutes available on the Internet at <http://www.leg.state.fl.us/statutes/>. The parties shall cooperate in developing the list.
- 20.2 Retainage. The City shall withhold, from each progress payment made to the contract, 5% as retainage. Once the project reaches 50% or more completion of construction services (payment will result in expenditure of over 50% of the total cost of construction services, as identified in the contract, including additions or deletions approved up to and including this pay request), and upon request, the City will disburse 50% of previously withheld retainage.
- 20.3A Invoicing. The contractor shall be responsible for invoicing the City for progress payments as described below.
- 20.3B Payment. The contractor shall submit documentation to the City of Gainesville in accordance with the attached "City of Gainesville Subcontractor and Material Supplier Payment Certification" form to validate payment to the Subcontractors and/or Material suppliers. The form must be complete and notarized by all appropriate parties. Failure to certify payments to Subcontractors and Material Suppliers or failure to truthfully certify payments to Subcontractors and Material Suppliers shall result in no further payments to Contractor. Payment will be due to the Contractor from the City of Gainesville thirty (30) days after receipt of invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by Contractor to comply with the Specifications, because unacceptable equipment or Materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:" clause. The City shall notify the

Contractor of any unsatisfactory performance or non-compliance with the "Late Payments by Contractors to Subcontractor and Material Suppliers" clause as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

- 20.3C Prompt Payment Assurance: Late Payments by Contractors to Subcontractors and Material Suppliers, penalty. When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
- 20.3D Records of progress payment made by prime contractors to Subcontractors or Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.
- 20.4 Determining adjustment in price for authorized changes in work. The cost or credit to the City resulting from an authorized change in the Work shall be selected by the City to be determined in one or more of the following ways:
- a. by mutual acceptance of a lump sum price properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. by unit price as stated in the Contract; or
 - c. by net cost and an acceptable fixed or percentage fee to be determined by the parties by the method provided below.

Unless the cost to the City is determined using methods a, b or c above and a Change Order is issued, the Contractor, upon receipt of a Work Order Directive signed by the City's Authorized Representative, shall promptly proceed with the work involved and the cost of such work shall then be determined by the City's Authorized Representative after consultation with the Engineer, if any, on a basis of the reasonable expenditures and savings of those performing the work attributable to the change, and may include an allowance for overhead and profit. In such case, and also under subparagraphs a and b above, the Contractor shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract, net costs shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, and unemployment insurance, and fringe benefits required by agreement or custom, excluding bonuses; workers' compensation insurance; bond premiums; field and home office overhead; increased insurance premiums; interest on borrowed monies; storage costs; rental value of equipment and machinery; and the cost of supervision and field office personnel directly attributable to the change.

Except for terminations for convenience, the amount of credit to be allowed by the Contractor to City for any deletion, alteration or change which results in a net decrease in the Contract price will be the amount of the actual net cost as confirmed by the City's Authorized Representative after consultation with the Engineer, if any. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net cost increase, if any, with respect to that change. The maximum allowable overhead and profit percentages, stated below, shall be considered to include, but not limited to, use of small tools, incidental job burdens, office expense, and general conditions attributable to this project. Percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

- a. To Contractor on work performed by other than his forces or additional costs by insurance and/or bonding company - 5%.
- b. To Contractor or subcontractors for that portion of work performed with their respective forces - 10%.

No more than two mark-up percentages, not to exceed the maximum of fifteen percent (15%), will be allowed, regardless of the number of subcontractors (i.e. the mark-up of work subcontracted by a subcontractor will be limited to one overhead and profit percentage in addition to the Contractor's overhead and profit percentage). In considering a Change Order, the City's Authorized Representative shall check estimates in detail, utilizing unit prices where specified, to arrive at an equitable adjustment to the Contract.

- 20.5 Lump Sum, Unit Pricing or Both. The Contract Price shall be based on one of the following: Lump Sum Price, Unit Prices or combination of Lump Sum and Unit Prices. Where the Bid Documents provide that all or any portion of the Work is to be determined by Unit Prices, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price work times the estimated quantity of each item as indicated in the Bid Documents. The estimated quantities of items of Unit Price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities of Unit Price work performed by Contractor will be governed by Section 1.7. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- 20.6 Compensation for Altered Quantities. When the accepted quantities of work vary from the quantities in the Bid Documents, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract unit price for the accepted quantities of work actually completed and accepted. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly or indirectly from such alterations from its unbalanced allocation of overhead and profit among the Contract items, or from any other cause. The City retains the right to omit from the project any portion of the work which is in the best interest of the City in the City's sole judgment.
- 20.7 Claims for Adjustment. If for any reason the Contractor deems that additional compensation or an extension of time is due him for work or materials not clearly provided for in the Contract or previously authorized Change Order or Field Directive Change Order, it shall within 36 hours, and before it begins the work on which it bases the claim, notify the City's Authorized Representative in writing of its intention to claim such additional compensation or extension of time. If such notification is not given or the City's Authorized Representative is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby waives any claim for such additional compensation or consideration of any additions to Contract time. Such notice by the Contractor and the fact that the City's Authorized Representative has kept account of the cost of the work shall in no way be construed as proving or substantiating the validity of the claim. In the event the City's Authorized Representative and the Contractor cannot reach mutual agreement on the additional compensation or extension of time, the dispute shall be handled in accordance with Section 22.

21. Notices

- 21.1 Notices to the Contractor pursuant to these Specifications shall be deemed to have been properly sent when mailed to the Contractor at the address provided on the Bid Forms.
- 21.2 Notices to the City shall be deemed to have been properly sent when mailed to the Procurement Manager of the City at the address stated for the mailing of bids on the Invitation to Bid.

22. Dispute

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

22. Public Entity Crime Information Statement

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction

or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

23. Taxes, Charges and Fees

Contractor shall pay any and all sales, and use taxes and all withholding taxes, whether Local, State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the Supplementary Conditions.

24. Records/Audit

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

25. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

26. Discrimination Prohibition

City’s Non-Discrimination Policy and Commercial Non-Discrimination Requirement

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

For more information on this policy and requirement, please visit the Office of Equal Opportunity’s website.

27. Art in Public Places

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

SECTION III – SPECIAL PROVISIONS

1. Scope

These Special Provisions shall supplement the general conditions and shall govern purchases by the City of Gainesville under these Specifications, except that technical specifications, whether provided by separate section attached hereto, or stated in the Invitation to Bid, will govern if conflict arises between such technical specifications and these Special Provisions.

2. Descriptions of the Work/Alterations

The purpose and scope of these specifications is to establish the requirements for a contract for furnishing all labor, material, equipment, and performing all operations necessary for the construction of concrete sidewalks, curb & gutters, and other appurtenances at the assigned locations in accordance with the Contract Documents.

3. Plans and Specifications

Project Plans are available for download through Demandstar as a separate document titled “Attachment 1 – Project Plans”.

4. Pre-Bid Conference

A Pre-Bid Conference will not be held. Bidders may submit questions to the buyer by the question submittal deadline stated on the front page of this solicitation.

5. Commencement of Work

5.1 The work shall commence as follows:

- ☐ immediately upon receipt of a Notice to Proceed or other notification of acceptance.
- ☒ within 10 days of issuance of a purchase order or other notification of acceptance.

5.2 A pre-construction meeting will be held at a time arranged by the City and Contractor.

6. Permits

Application for permits shall be the responsibility of the Contractor.

7. Time of Completion

The work shall be completed as follows:

- ☐ within the time stated on the bid as time required to complete all work.
- ☒ within 60 days after commencement.

8. Warranty Period

☒ Warranty period shall be one year from completion of the contract for all labor.

9. City’s Authorized Representative

The Authorized Representative for the work shall be the following unless changed in written communication from the City Manager to the Contractor:

Jesus Gomez - 352-393-7860 or Joe Montalto at 352-494-6225

10. Bonds

10.1 Bid Security.

- ☒ is required as provided for in Section 6.1, General Conditions.
☐ is not required.

10.2 Performance Bond

- ☒ is required as provided for in Section 6.2, General Conditions.
☐ is not required, unless contract amount exceeds \$200,000. See Section 3.2, Instructions to Bidders.

10.3 Payment Bond

- ☒ is required as provided for in Section 6.2, General Conditions.
☐ is not required unless contract amount exceeds \$200,000. See Section 3.2, Instructions to Bidders.

11. Disadvantaged Business Entities

The City of Gainesville requires Good Faith Efforts to maximize utilization of Disadvantaged Business Entities (DBE) for this project (see Exhibit B).

12. Actual Damages

Actual damages will be charged upon delay.

13. Insurance

The Contractor shall furnish the City a Certificate of Insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

Worker's Compensation Insurance to the extent required by law

Comprehensive General (Public) Liability (other than automobile)	\$1,000,000 combined single limit for bodily injury and property damage
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Automobile Bodily Injury	\$ 300,000 per individual \$ 500,000 aggregate
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Automobile Property Damage Liability	\$ 500,000 per occurrence
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- ☒ Explosion, collapse and underground property damage is required.
☐ Explosion, collapse and underground property damage is not required.

- ☐ Environmental Impairment liability insurance is required.
☒ Environmental Impairment liability is not required.

NOTE: The City of Gainesville must be named as an additional insured on the certificates of insurance.

14. Conduct of Work

- ☒ Superintendent or foreman is required.
☐ Superintendent or foreman is not required.

15. Subcontractors

- ☒ Subcontractor will be allowed as provided in Section 7.3, General Conditions, and Exhibit A. Subcontractor/Material Supplier list must be provided with bid.
- ☐ Subcontractor will not be allowed.

16. Examination of Site

Contractors may make arrangements for visits to inspect site(s) by contacting the City's Authorized Representative as specified in 9. of these Special Provisions.

17. Construction Access to Site

Contractor will have limited working access to site which shall be during normal work hours of 8 a.m. to 5 p.m., Monday through Friday, excluding City-observed holidays.

18. Living Wage **NOT APPLICABLE – DAVIS BACON APPLIES (SEE PAGE 71)**

- ☐ This contract is a covered service.
- ☐ This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined include construction services and, therefore, may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$_____ per hour (Living Wage with Health Benefits) or \$_____ per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit C hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

19. Federal Transit Administration (FTA) Requirements

STATEMENT OF FINANCIAL ASSISTANCE. *This solicitation or contract will be funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration.*

The following requirements are applicable for this solicitation:

19.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with

Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19.3 ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

19.4 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

19.5 CIVIL RIGHT LAWS AND REGULATIONS

The City of Gainesville is an Equal Opportunity Employer. As such, the City of Gainesville agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Gainesville agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex,

disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

19.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation for the period October 1, 2013 through September 30, 2017 is **1.5%**.

Overview

It is the policy of the City of Gainesville and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City of Gainesville to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
- 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
- 5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City of Gainesville shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the City of Gainesville may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City of Gainesville.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Gainesville deems appropriate.

DBE Participation

For the purpose of this Contract, the City of Gainesville will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Unified Certification Program (UCP); or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status.

19.7 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19.8 AMERICANS WITH DISABILITIES ACT

- a. *New Buses and Construction:* All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
- b. *Used Buses:* Must meet all federal regulations of 49 CFR Part 38.
- c. *Modification of Facilities:* Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

19.9 PRIVACY ACTS

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

19.10 SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Gainesville.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or

rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

19.11 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Gainesville requests which would cause City of Gainesville to be in violation of the FTA terms and conditions.

The following conditional requirements may apply based upon value and/or item/service:

19.12 TERMINATION - *If this solicitation or contract is valued in excess of \$10,000:*

Termination for Convenience (General Provision)

The City of Gainesville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Gainesville's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Gainesville to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Gainesville, the Contractor will account for the same, and dispose of it in the manner City of Gainesville directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Gainesville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The City of Gainesville, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Gainesville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from City of Gainesville setting forth the nature of said breach or default, City of Gainesville shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Gainesville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that City of Gainesville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Gainesville shall not limit City of Gainesville's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville may terminate this contract for default. The City of Gainesville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Gainesville.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, City of Gainesville may terminate this contract for default. The City of Gainesville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Gainesville may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Gainesville resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Gainesville in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Gainesville, acts of another contractor in the performance of a contract with City of Gainesville, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. The Contractor, within 10 days from the beginning of any delay, notifies City of Gainesville in writing of the causes of delay. If, in the judgment of City of Gainesville, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Gainesville shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Gainesville.

- 19.13 **RECYCLED PRODUCTS** - *If this solicitation or contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the City of Gainesville procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds:*

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection City of Gainesville (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

- 19.14 **GOVERNMENT WIDE DEBARMENT AND SUSPENSION** - *If this solicitation or contract is valued at \$25,000 or more:*

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These

provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or City of Gainesville to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Gainesville. If it is later determined by the City of Gainesville that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.15 **BUY AMERICA** - *If this solicitation or contract exceeds \$150,000 (includes rolling stock and construction):*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

19.16 **VIOLATION AND BREACH OF CONTRACT** - *If this solicitation or contract exceeds \$150,000:*

Rights and Remedies of the City of Gainesville

The City of Gainesville shall have the following rights in the event that the City of Gainesville deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as City of Gainesville for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

19.17 **LOBBYING RESTRICTIONS**- *If this solicitation or contract is for \$100,000 or more:*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City of Gainesville, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352(b)(5). Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352(b)(5). Such disclosures are forwarded from tier to tier up to the recipient.

- 19.18 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - *If this solicitation or contract exceeds \$150,000 in any year:*

The Contractor agrees:

- a. It will not use any violating facilities;
- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

- 19.19 EMPLOYEE RELATIONS - *Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers.*

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

19.20 BONDING REQUIREMENTS - *If this solicitation or contract is for construction and exceeds \$150,000:*

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City of Gainesville. The amount of such guaranty shall be equal to 5% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the City of Gainesville reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of City of Gainesville.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the City of Gainesville, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent City of Gainesville's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense City of Gainesville for the damages occasioned by default, then the undersigned bidder agrees to indemnify City of Gainesville and pay over to City of Gainesville the difference between the bid guarantee and City of Gainesville's total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the City of Gainesville within ten (10) business days from Contract execution. The City of Gainesville requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City of Gainesville and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as

described hereunder. City of Gainesville may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City of Gainesville may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City of Gainesville if:

- a. A bank in good standing issues it. The City of Gainesville will not accept a Letter of Credit from an entity other than a bank.
- b. It is in writing and signed by the issuing bank.
- c. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
- d. The City of Gainesville is identified as the Beneficiary.
- e. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
- f. The effective date of the Letter of Credit is the same as the effective date of the Contract
- g. The expiration date of the Letter of Credit coincides with the term of this Agreement.
- h. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City of Gainesville and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to City of Gainesville as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to City of Gainesville and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

20. Additional Bid Requirements

- ☐ None required.
☒ Required as listed below:

21. Technical Specifications

20.1. Scope

The work covered in these Specifications consists of furnishing all labor, material, equipment, and performing all operations necessary for the construction of concrete sidewalks, curb & gutters, and other appurtenances at the assigned locations in accordance with the Contract Documents.

20.2 Intent of Project

It is the intent of the Contract for the Contractor to newly construct, replace, install, or relocate sidewalks, pads, signage and other items as shown and described in the Construction Plans and documents referenced herein at specific locations within the City of Gainesville. The work sites will be grouped and located on streets, highways, or City property, and within approved easements on private property.

The City of Gainesville Regional Transit System implemented a bus stop improvement program. The work related to improving RTS bus stops shall include constructing concrete pads with varying dimensions for: ADA compliant landing pads; bench waiting pads; bus shelter pads; bicycle racks; and accessible connections to sidewalks, pedestrian paths, and streets.

If the project lies within a Community Redevelopment Agency (CRA) district, then the construction may need to comply with CRA standards applicable for that particular area. The CRA Streetscape Design and Technical Standards can be downloaded from the site link below: http://www.gainesvillecra.com/about_cra_downloads.php

It is expressly understood that the bid quantities are only approximate and intended to assist the bidder in deriving Contract Unit Prices, and is not to be construed as a Lump Sum Proposal. The City reserves the right to increase or decrease the quantities listed with no change in the Contract Unit Prices. This Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor shall be based on the Contract Unit Prices established in the proposal for the amount of work authorized for completion and accepted by the Engineer.

20.3 Technical Standards

The 2013 Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction (FDOT Specifications) and the 2013 FDOT Design Standards are referenced in and shall apply for this project. Contractor shall retain on the job site copies of both standard FDOT documents. Basis of payment shall conform to Section 4 below. In the event of a conflict between the FDOT Specifications and the City's Specifications, the FDOT Specifications shall be the governing specifications on FDOT ROW unless the City specifications are more stringent at which point approval shall be received from FDOT. If on City ROW, the City specification shall govern unless specifically noted in the plans. The following Conditions will apply for this Contract:

A. General

1. The Contractor will not be required to submit a formalized Quality Control Plan for this contract; however, the Contractor shall provide materials from FDOT approved sources and shall utilize Certified personnel and laboratories for all construction, and sampling and testing. Sampling and testing reports shall be submitted to the City and approved prior to payment.
2. The Contractor will request inspections by City staff by contacting the Public Works Department at (352) 334-5072 at least 24 hours prior to the inspection time.
3. The City will NOT provide price adjustments in accordance with Sections 9-2.1.1 and 9-2.1.2 of the FDOT Specifications.

B. Clearing and Grubbing

1. Take all reasonable precautions to prevent damage outside project right of way. Clearing and grubbing shall be strictly limited to areas designated in the plans. Construction fencing shall be utilized at property lines as necessary to ensure work is confined to areas designated for the work.
2. Prior to clearing, demolition, or other construction activities, protective barriers shall be constructed, as necessary, and inspected by the City to prevent the destruction or damaging of regulated trees that are located within 15 feet of any construction activity or storage of equipment and materials.
3. Protective barriers shall be plainly visible and shall create a continuous boundary around trees or vegetation clusters in order to prevent encroachment by machinery, vehicles or stored materials. Barricades must be at least three feet tall and must be constructed of either wooden corner posts at least two by four inches buried at least one foot deep, with at least two courses of wooden side slats at least one by four inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.
4. Protective barriers shall be placed as follows:
 - At or outside the dripline for all Heritage and Champion trees and all regulated pine and palm trees.
 - At a minimum of two-thirds of the area of the dripline for all other regulated species.
 - Where roots greater than one inch in diameter are damaged or exposed, they shall be cut cleanly and re-covered with soil.
5. Protective barriers shall remain in place and intact until such time as landscape operations begin or construction needs dictate a temporary removal that will not harm the tree.
6. No building materials, machinery or harmful chemicals shall be placed within protective barriers defined in this section, except short-duration placements of clean fill soil that will not harm the tree. Such short-duration placements shall not exceed 30 days. The original soil grade that existed within the protected areas prior to the placement of such fill shall be restored.
7. Attachments to trees are restricted. No attachments or wires other than those of a protective and non-damaging nature shall be attached to any tree.

8. The City shall conduct periodic inspections of the site before work begins and/or during clearing, construction and/or post-construction phases in order to ensure compliance with City regulations and the intent of this section.
9. Insure that, except as specified otherwise in the contract documents, the Contractor takes ownership of, and disposes of all removed materials.
10. Approval from the City is required for any deviations to this section.

C. Maintenance of Traffic:

1. The Maintenance of Traffic (MOT) shall conform to the requirements of the Florida Department of Transportation (FDOT). It shall be the duty of the Contractor to ensure that the MOT meets the requirements of the FDOT Standard Index, 600 Series.
2. The Contractor is to implement the Traffic Control Plan specifically designed for the project (or an approved Alternate Plan as described in the FDOT Standard Specifications). However, it is not the intent of the Traffic Control Plan in the drawings to show the exact quantity and location of all of the traffic control signs and devices that may be required to accommodate the Contractor's equipment and methods. It is the Contractor's responsibility to account for any additional traffic control that may be required to meet the standards of safe practices.
3. The Contractor shall supply whatever MOT is necessary to provide protection to both the workers on the job site and the public utilizing the adjacent public facilities. When the Contractor is working adjacent to the travel lanes, the Contractor shall provide an adequate buffer zone between workers and motor vehicles.
4. The Contractor shall furnish and set up all MOT equipment and devices. The Contractor shall also be responsible for the maintenance and daily inspection of the MOT.
5. The Contractor is to provide a Certified Worksite Traffic Supervisor in accordance with FDOT Standard Specifications (Section 102 and 105). The Contractor shall provide the ENGINEER with a copy of the certification(s) prior to the beginning of the work. No work shall begin until the MOT is set up and satisfactorily inspected by the Worksite Traffic Supervisor.
6. The Contractor shall submit and obtain an MOT Permit from the City for all traffic control initial set ups or plan changes. Allow a minimum of 14 days for approval of major set ups or plan changes and 7 days for minor set ups or plan changes. No closures will be set up without approval from City of Gainesville project staff. Work cannot begin until an MOT Permit has been issued.
7. Road closures shall not permitted on University of Florida home football game weekends from Friday morning through Monday morning with the exception of UF Football Homecoming Weekend. On Homecoming Weekend, closures are prohibited from Thursday morning through Monday morning.
8. Roadways shall remain open for two-way traffic at all times. Single lane roadway closures on City Streets shall be allowed between the hours of 9:00 AM and 4:00 PM, Monday through Fridays, except City of Gainesville observed holidays. Should one-way traffic for a limited length of the roadway on City Streets be unavoidable, this shall occur only within the allowed times described in this paragraph. Lane closures on FDOT and Alachua County Roadways shall be restricted to the time periods described in the plans.
9. No full roadway closures shall be allowed at anytime with the exception of temporary traffic stoppage for equipment maneuvering and this must only occur within the allowed times described in Section 8 above for City Streets and the plans for FDOT and Alachua County Roadways.
10. Contractor shall provide signage 48 hours in advance of closure of parking lanes.

D. Erosion and Sediment Control

The Contractor is responsible for erosion, sediment, and water turbidity control practices during construction to control on-site erosion/sedimentation and to protect against damage to off-site property. This includes preventing the placement of sediment and the discharge of turbid waters into natural surface waters via stormwater sewer systems or overland flow. The Contractor shall, at a minimum, employ the following practices:

1. Erosion and sediment control devices shall be installed and inspected by the Contractor, and approved by City staff, before any clearing and grubbing, demolition and/or grading activities commence. Copies of the Contractor's inspection reports and Stormwater Pollution Prevention Plan (SWPPP) shall be available for review on-site at all times.
2. Erosion, sediment, and turbidity control are the responsibility of the Contractor. These delineated measures are the minimum required, with additional controls to be utilized as needed, dependent upon actual site conditions and construction operation.
3. The Contractor shall secure the services of Certified Florida Stormwater Erosion and Sedimentation Control Inspector(s) to supervise erosion, sediment, and turbidity control plans to ensure compliance with the Clean Water

Act requirements. The Contractor shall provide the ENGINEER with a copy of the certification(s) prior to the beginning of the work.

4. All erosion, sediment and turbidity control measures shall be maintained in working order throughout the construction phase. The Contractor shall inspect and repair as necessary the erosion/sedimentation protection at the end of each working day. The Contractor will alter or increase the control measure as necessary to meet the control requirements.
5. Erosion, sediment and turbidity control shall be placed by the Contractor prior to site excavation and shall remain in place until site vegetation, landscaping and construction is complete. All areas to be covered with hydroseed or sod shall have the hydroseed or sod placed as soon as is reasonably possible.
6. Disturbed areas graded either directly or indirectly toward the stormwater system, natural waterways or offsite shall be protected by covering the exposed area with an impervious fabric, hydroseed, or sod. The protection will be left in place when work is not directly required in that area.
7. Sediments, whether caused by rainfall, wind, or the construction processes, which lay on sidewalks, driveways, or roadways within the limits of this project, must be immediately removed, through mechanical means, manual means or a combination thereof.
8. All stormwater sewer system inlets shall have sediment inflow prevention facilities in place as per FDOT standards throughout the construction phase.
9. The discharge of sediment-laden water from newly graded areas directly into waterways is strictly prohibited.

E. Earthwork

- a. Earthwork materials must be supplied from FDOT approved sources. Identify the borrow pits and/or aggregate sources being used.
- b. The Contractor shall provide a proctor density for all backfill materials. If on-site material is to be used in a backfill operation, City inspection staff shall decide where Proctor density samples are to be taken.
- c. Backfill compaction shall be density-tested per FDOT specifications by the Contractor, and all proctor and density reports shall be submitted to the City prior to approval for payment.
- d. Material used for embankment shall not contain muck, Stumps, roots, brush, vegetable matter, rubbish or other Material that does not compact into a suitable roadbed.
- e. Without thick lift approval, lift thickness for embankment must be 6 inches or less, compacted thickness, for the full embankment width.
- f. Where thick lifts are demonstrated and approved, maximum lift thickness may not exceed 12 inches compacted thickness.

F. Stormwater System

1. Structures and pipe shall be manufactured by an FDOT approved source.
2. Shop drawings shall be submitted and approved by the City for all structures and pipes.
3. All structures and pipe shall be stamped by the manufacturer. City staff shall inspect the condition of all structures and pipes prior to installation.
4. City staff shall inspect all structures and pipes prior to backfilling to ensure proper line, grade and joint tolerances.
5. The Contractor shall provide a Proctor density for all backfill materials. If on site material is to be used in the backfill operation, City inspection staff shall decide where Proctor density samples are to be taken.
6. Backfill compaction shall be density tested per FDOT specifications by the Contractor, and all proctor and density reports shall be submitted to the City prior to approval for payment.
7. City staff shall inspect structures before and after inverts are poured.
8. City staff shall inspect all retention/detention basins before sodding and/or seeding.
9. Contractor to flush out stormwater drainage system before completion of work.
10. The Contractor shall provide the City with an as-built survey of the stormwater structures, prepared by a registered land surveyor.

G. Stabilized Subgrade, Type B

1. After organics are removed and the subgrade material is within two inches (2") of final grade, an inspection shall be performed to evaluate the presence of unsuitable materials or other inconsistencies before mixing. The Contractor shall supply the necessary tools, labor and/or equipment to dig test holes.
2. After mixing, the subgrade shall be inspected by City staff to determine LBR sample locations and to ensure proper depth and uniformity of mix.

3. The subgrade shall be inspected for proper grade and densities. Certified LBR and density reports shall be submitted prior to approval for payment.

H. Base

1. Contractor shall provide material from FDOT approved sources and obtain the engineer's approval of the source of supply.
2. All base delivery tickets shall contain the approved pit/source information, and be available for review on site and submitted to the City prior to approval for payment.
3. Base inspections shall be performed to ensure proper grade, finish, and densities. If two (2) lifts are required, each lift shall be inspected separately.
4. Compaction shall be density tested by the Contractor and all density reports shall be submitted to the City prior to approval for payment.
5. The base shall be inspected once final grade has been established, but prior to paving.
6. The Contractor shall provide a written paving schedule a minimum of two (2) weeks prior to the start of paving operations.

I. Asphalt Concrete

1. Asphalt mixes shall be FDOT approved and from an FDOT approved supplier. Documentation shall be approved for use on the project by the City at least 7 days prior to placement.
2. All asphalt delivery tickets shall contain the approved mix number, and be available for review on site and submitted to the City prior to placement.
3. For Traffic Levels A, B and C do not permit the amount of RAP material to exceed 50%. When using a PG 76-22 Asphalt binder, limit the amount of RAP to a maximum of 15%.
4. During the paving operation, the asphalt shall be checked by the Contractor and City staff for proper temperature, compaction and surface texture prior to being approved for payment.
5. Pay Factors, such as FDOT Standard Specification 334-8.2, shall be ignored.

J. Concrete

1. Concrete mixes shall be FDOT-approved and from an FDOT-approved supplier. Documentation shall be approved for use on the project by the City at least 7 days prior to placement.
2. All concrete delivery tickets shall contain the approved mix number, and be available for review on site and submitted to the City prior to approval for payment.
3. Weather protection shall be available on site during all concrete placement operations
4. The Contractor shall perform air content, slump temperature, compressive strength cylinders testing as per FDOT spec section 346.

K. Signing and Marking

1. Traffic Signs shall be fabricated and installed by the Contractor in accordance with appropriate Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards.
2. Reflective sheeting for traffic signs shall be of High Intensity or greater reflectivity with the exception of STOP Signs. STOP signs shall be of "diamond grade" equivalent prismatic reflectivity or greater.
3. Traffic signs shall be mounted on a uni-strut square post (or equivalent as approved by the Public Works Department). The sign posts are to be painted; signposts shall be powder coated and painted black to meet federal standard 595B utilizing color # 27038 – black semi-gloss.
4. SIGN POST SLEEVE/TUBE INSTALLATION REQUIREMENTS:
 - a. FOR SIGNS INSTALLED IN CONCRETE:
 - i. A 4" long, 6" round, schedule 40 PVC pipe is to be buried so it is thru the entire concrete pour and each end is open and accessible.
 - ii. The top, opening, of the sign tube is to be flush with the surface of the side walk and empty of debris for the entire length. Duct tape shall be applied over the top, prior to a post being installed, so debris cannot enter the opening. The pipe shall be buried, not driven, into the ground.
 - iii. The pipe shall be installed before the concrete pour and the concrete poured around the pipe.
 - iv. The party installing the pipe is responsible for getting utility locates, prior to installation of the pipe, and maintaining clearances to any buried utilities.
 - b. FOR SIGNS INSTALLED IN BRICKS:

- i. A 6" long, 6" round, schedule 40 PVC pipe is to be buried.
- ii. The top, opening, of the sign tube is to be flush with the surface of the brick side walk and empty of debris for the entire length.
- iii. Duct tape shall be applied over the top, prior to a post being installed, so debris cannot enter the opening.
- iv. If a concrete base is poured for the bricks the PVC tube is to go the length of the bricks and the concrete so there is an opening of the tube at the top and one at the bottom below the concrete.
- v. The pipe shall be installed before the concrete pour and the concrete poured around the pipe.
- vi. The party installing the pipe is responsible for getting utility locates, prior to installation of the pipe, and maintaining clearances to any buried utilities.

L. Sodding and Seeding

- 1. The Contractor is responsible for establishing a growing, healthy turf over all areas designated on the plans. The Contractor is to place sod immediately after ground preparation. Maintain turf areas until final acceptance.
- 2. The Contractor shall provide sod in accordance with the following:
 - i. Place the sod on the prepared surface, with edges in close contact. Do not use sod, which has been cut for more than 48 hours. Place the sod to the edge of all landscape areas as shown in the plans and as shown in the Design Standards.
 - ii. Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, flush with the sod soil surface, at intervals approved by the Engineer.
 - iii. Remove and replace any sod as directed by the Engineer.
- 3. Turf establishment by the Contractor shall be in accordance with the following:
 - i. Perform all work necessary, including watering and fertilizing, to sustain an established turf until final acceptance, at no additional expense to the City. Provide the filling, leveling, and repairing of any washed or eroded areas as may be necessary.
 - ii. Provide an established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
 - iii. No bare spots larger than one square foot.
 - iv. No continuous streaks running perpendicular to the face of the slope.
 - v. No bare areas comprising more than 1% of any given 1,000 square foot area.
 - vi. No deformation of the turf areas caused by mowing or other activities.

M. Survey (and As-Builts)

- 1. All survey shall be per FDOT standards and procedures and be performed by a Florida licensed Professional Surveyor and Mapper. Survey shall meet the Minimum Technical Standards of the current version of the Florida Administrative Code Chapter 5J-17.
- 2. Prior to final acceptance, the Contractor shall provide the Owner with a signed and sealed "AS-BUILT" survey as well as the survey file in AutoCAD format including indicating any modifications during construction.

20.4 Basis of Payment

Mobilization (Bid Item No. 1)

- A. Description: All work for mobilization shall be as described in the FDOT Standard Specification for Road and Bridge Construction 2013 Section 101. Also included in this item shall be materials testing, utility relocations, adjustment of manholes & water valves, post box removal/relocation, and all submittals and documentation specified in the contract documents. Testing shall include all material, soil strength (LBRs), moisture-density, in-place soil density, and soil aggregate density tests, concrete tests, and any other specified by FDOT in order to provide quality assurance for Bid Items for this project.
- B. Measurement: The unit of measurement for this item will be lump sum (LS).
- C. Basis of Payment: Payment shall be made upon percent complete of the work included in this item.
- D. References: FDOT Standard Specification Section 101.

Maintenance of Traffic (Bid Item No. 2)

- A. Description: See City Technical Standards Section C Maintenance of Traffic. All temporary lane closures and any associated detours require the Contractor to obtain a MOT permit of the City of Gainesville's Code of Ordinances Chapter 23, Article 3, Encroachments and Obstructions.

- B. Measurement: The unit of measurement for this item will be each day (ED).
- C. Basis of Payment: Payment shall be made based on each day Maintenance of Traffic is utilized.
- D. References: FDOT Standard Specification Section 102, Design Standards Section 600 Series, Manual of Uniform Traffic Control Devices (latest edition) and Technical Standards C.

Sediment Barrier (Bid Item No. 3)

- A. Description: This item consists of all labor, equipment, transportation, materials, tools, disposal, and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item will be by linear foot (LF).
- C. Basis of Payment: Payment shall be made based on linear feet of Silt Fence installed and accepted by the CITY.
- D. References: FDOT Standard Specification Section 104, City Technical Standards D Erosion and Sediment Control.

Erosion Control-Gutter Buddies (Bid Item No. 4)

- A. Description: This item consists of all labor, equipment, transportation, materials, tools, disposal, and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item will be each (EA).
- C. Basis of Payment: Payment shall be made based on the actual number of Gutter Buddies utilized.
- D. References: FDOT Standard Specification Section 104, Technical Standards D Erosion and Sediment Control.

Clearing & Grubbing (Bid Item No. 5)

- A. Description: See City Technical Standards section B Clearing and Grubbing. Work related to fencing scheduled for removal shall be included in this item.
- B. Measurement: The unit of measurement for this item will be lump sum (LS).
- C. Basis of Payment: Payment shall be made only after all clearing and grubbing is complete and all material has been removed from the site.
- D. References: FDOT Standard Specification Section 110, Technical Standards B Clearing and Grubbing.

Removal of Existing Concrete Pavement (Bid Item No. 6)

- A. Description: This item consists of all material, labor and equipment necessary for the removal and disposal of existing sidewalks, driveways, pavers and other concrete surfaces and structures.
- B. Measurement: The unit of measurement for this item will be by the square yard (SY).
- C. Basis of Payment: Payment shall be made on the square yards of concrete pavement removed and accepted by the City.
- D. References: FDOT Standard Specification Section 110

Regular Excavation (Bid Item No. 7)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for these items shall be by the cubic yard (CY).
- C. Basis of Payment: Payment shall be made based on the cubic yards removed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 120 and Technical Standards E.

Embankment (Bid Item No. 8)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for these items shall be by the cubic yard (CY).
- C. Basis of Payment: Payment shall be made based on the cubic yards placed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 120 and Technical Standards E.

Optional Base, Base Group 01 (Bid Item No. 9)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for these items shall be by the square yard (SY).
- C. Basis of Payment: Payment shall be made based on the square yards placed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 285 and Technical Standards H.

Superpave Asphaltic Conc. Traffic C (Bid Item No. 10)

- A. Description: This item includes all material, labor, transportation, equipment, tools, tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for these items shall be by the ton (TN).
- C. Basis of Payment: Payment shall be made based on tons placed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 334 and Technical Standards I.

Conc.Class NS, Gravity Wall (Bid Item No. 11)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for these items shall be by the cubic yard (CY).
- C. Basis of Payment: Payment shall be made based on the cubic yards placed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Index 6011 and Technical Standards J.

Pipe Handrail, Guiderail, Aluminum (Bid Item No. 12)

- A. Description: This item consists of all labor, equipment, transportation, materials, tools, disposal, and incidentals for the complete item of work. Contractor shall submit shop drawings to the CITY for approval.
- B. Measurement: The unit of measurement for this item will be by linear foot (LF).
- C. Basis of Payment: Payment shall be made based on linear feet of guide rail installed and accepted by the CITY.
- D. References: FDOT Standard Index 870.

Concrete Curb and Gutter, Type E (Bid Item No. 13)

- A. Description: This item includes furnishing and placing all materials including all concrete, joint material, steel reinforcement and completing work including all labor, backfilling and compaction, equipment, transportation, materials, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item shall be by linear foot (LF).
- C. Basis of Payment: Payment shall be made based on the linear feet of Concrete Curb and Gutter installed and accepted by the City.
- D. References: FDOT Standard Specification Section 520 and Technical Standards J.

Concrete Pad, 4" Thick (Bid Items No. 1 & 14)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work.
It is the intent of this item to include the following incidentals: clearing and grubbing and/or re-grading, and repair of damage to adjacent asphalt pavement or curbing,
- B. Measurement: The unit of measurement for these items shall be by the square yard (SY).
- C. Basis of Payment: Payment shall be made based on the square yards of concrete sidewalk, per thickness, constructed and accepted by the City.
- D. References: FDOT Standard Specification Section 347, 522 and 527, and Technical Standards J.

Concrete Pad, 6" Thick (Bid Items No. 1 & 15)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work.
It is the intent of this item to include the following incidentals: clearing and grubbing and/or re-grading, and repair of damage to adjacent asphalt pavement or curbing,
- B. Measurement: The unit of measurement for these items shall be by the square yard (SY).
- C. Basis of Payment: Payment shall be made based on the square yards of concrete sidewalk, per thickness, constructed and accepted by the City.
- D. References: FDOT Standard Specification Section 347, 522 and 527, and Technical Standards J.

Pavers, Architectural Sidewalk (Bid Item No. 16)

- A. Description: This item consists of all includes labor, equipment, transportation, materials, tools and incidentals for the complete item of work (includes but not limited to compact subgrade, concrete support slab, leveling material, clay brick pavers and expansion joint). Architectural pavers include the trail border (concrete and bricks), brick landings and brick curb ramps and brick sidewalks. Contractor shall submit shop drawings to the CITY for approval.

- B. Measurement: The unit of measurement for this item will be by the square yard (SY).
- C. Basis of Payment: Payment shall be made on the square yards of pavers placed and accepted by the City.
- D. References: FDOT Standard Specification Section 526-1-2.

Detectable Warning Surface (Bid Items No. 1& 17)

- A. Description: This item shall be paid at the Contract unit price each (EA) item in place as full compensation for all work specified in construction drawings. The unit price will constitute full compensation for furnishing and placing all materials including all concrete, joint material, and completing work including all labor, equipment, transportation, materials, tools and incidentals for the complete item of work.
 - a. *It is the intent of this item to include the following incidentals: clearing and grubbing and/or re-grading, and repair of damage to adjacent asphalt pavement or curbing,*
- B. Measurement: The unit of measurement for this item will be each (EA).
- C. Basis of Payment: Payment shall be made based on the actual number of locations in which City detectable warning surfaces are installed and accepted by the City.
- D. References: FDOT Standard Specification Section 520. FDOT Design Standards Index 300, 304. City of Gainesville Engineering Design & Construction Manual, 2013, Appendix B-3, Brick Detectable Warning Details.

Performance Turf, Sod (Bid Item No. 18)

- A. Description: See City Technical Standards Section L for sodding requirements. The City will specify Bahia, Bermuda and/or St. Augustine Sod for the work in order to match existing lawns along the right-of-way. The City will not be penalized for selecting any combination of sod types. Maintain sod until final acceptance.
- B. Measurement: The unit of measurement for this item will be by square yard (SY).
- C. Basis of Payment: Payment shall be made based on square yard of Sod installed and accepted by the City.
- D. References: FDOT Standard Specification Section 570, Technical Standards L Sodding and Seeding.

Single Post Sign, F&I Ground Mount., 12-20 SF (Bid Item No. 19)

- A. Description: This item consists of all material, labor, and equipment necessary for installing the sign and acceptance by the City.
- B. Measurement: The unit of measurement for signage shall be Assembly (AS).
- C. Basis of Payment: Payment shall be made based on the actual number of sign assemblies installed and accepted by the City.
- D. References: FDOT Standard Specification Section 700., Technical Standards K Signing and Marking.

Single Post Sign, Relocate (Bid Item No. 20)

- E. Description: This item consists of all material, labor, and equipment necessary for relocation and resetting of the existing sign for the complete item of work.
- F. Measurement: The unit of measurement for signage shall be Assembly (AS).
- G. Basis of Payment: Payment shall be made based on the actual number of sign assemblies relocated and reset as accepted by the City.
- H. References: FDOT Standard Specification Section 700, Technical Standards K Signing and Marking.

No new traffic sign assemblies are included in this construction bid, only the relocation of existing traffic signs. Should traffic sign assemblies designated for relocation be damaged or lost for any reason during this contract period, said traffic sign assemblies shall be replaced by the Contractor as per the City's specifications. If this occurs, the following additional specifications shall apply to the replacement assemblies:

I. Supplemental Requirements

1. Gainesville Regional Transit System (RTS) will provide for the removal, replacement, and relocation of bus stop benches and other similar street furniture. The Contractor will need to contact RTS a minimum of four City working days (Monday through Thursday, excluding City holidays) prior to having these facilities addressed. The primary contact person for RTS is Jesus Gomez at (352) 393-7860 with Joe Montalto at (352) 464-6225 as the secondary contact person.
2. Gainesville Regional Utilities Electric (GRUE) will be responsible for all electrical system pole and guy wire removals, relocations, and adjustments. The Contractor is responsible for coordinating these efforts with GRUE. This matter is to be addressed at the pre-construction meeting, including scheduling and lead time notifications required by GRUE, including contact persons and phone numbers for both the Contractor and GRUE.

Reinforced Cement Concrete, 6" Thick (Bid Items No. 1 & 21)

- A. Description: This item includes all material, labor, transportation, equipment, tools and incidentals for the complete item of work. The reinforcement requirements are described in the City of Gainesville Shelter AC0816 Document.
It is the intent of this item to include the following incidentals: clearing and grubbing and/or re-grading, and repair of damage to adjacent asphalt pavement or curbing,
- B. Measurement: The unit of measurement for these items shall be by the square yard (SY).
- C. Basis of Payment: Payment shall be made based on the square yards of concrete sidewalk, per thickness, constructed and accepted by the City.
- D. References: FDOT Standard Specification Section 347, 522 and 527, and Technical Standards J.

Inlet (Ditch Bottom) (Type C) (<10") (Bid Item No. 22)

- A. Description: (FDOT Section No. 425) shall be paid for at the Contract unit price per each (EA) item in place as full compensation for all work specified in Sections 125 and 425, and construction drawings. The unit price will constitute full compensation for furnishing all materials and completing all work, including all excavation for the installation of the structure, all backfilling and compaction around the structure, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers and any other necessary fittings, and all labor, equipment, transportation, materials, tools, dewatering, and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item shall be each.
- C. Basis of Payment: This item shall be paid by the actual number of Ditch Bottom Inlets installed and accepted by the City.
- D. References: FDOT Standard Specification Section 125, 425.

Manhole, Adjust, Utilities (Bid Item No. 23)

- A. Description: This item consists of changing the vertical placement of an existing manhole so that it will conform to the finished grade as designated in the plans and (FDOT Section No. 425) shall be paid for at the Contract unit price per each (EA) item in place as full compensation for all work specified in Sections 125 and 425, and construction drawings. The unit price will constitute full compensation for furnishing all materials and completing all work, including all excavation for the installation of the structure, all backfilling and compaction around the structure, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers and any other necessary fittings, and all labor, equipment, transportation, materials, tools, dewatering, and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item shall be each.
- C. Basis of Payment: This item shall be paid by the actual number of manholes adjusted and accepted by the City.
- D. References: FDOT Standard Specification Section 125, 425.

Pipe Culvert, Optional Material, Round, 18"SD (Bid Item No. 24)

- A. Description: This item includes furnishing all materials and completing all work, including all excavation for the installation of the structure, all backfilling around the structure, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers and any other necessary fittings, and all labor, equipment, transportation, materials, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item will be each (LF).
- C. Basis of Payment: Payment shall be made based on linear feet of pipe culvert installed in accordance with the construction drawings and accepted by the CITY.
- D. References: FDOT Standard Specification Section 430 and Technical Standards F and the City of Gainesville Engineering Design and Construction Manual April 2013 or current edition.

Mitered End Section, Optional Round, 18" CD (Bid Item No. 25)

- A. Description: This item includes furnishing all materials and completing all work, including all excavation for the installation of the structure, all backfilling around the structure, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers and any other necessary fittings, and all labor, equipment, transportation, materials, tools and incidentals for the complete item of work.
- B. Measurement: The unit of measurement for this item will be each (EA).
- C. Basis of Payment: Payment shall be made based on the actual number of inlets installed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 430 and Technical Standards F.

Concrete Ditch Pavement, NR, 3" (Bid Item No. 26)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary for the construction of concrete pavement in the flow channel of drainage ditches and on slopes in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be by the square yard (SY).
- C. Basis of Payment: Payment shall be made on the square yards of concrete pavement removed in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 524 and Technical Standards J.

Concrete Ditch Pavement, Type F (Bid Item No. 27)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary for the construction of concrete curb and gutter in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be by the linear feet (LF).
- C. Basis of Payment: Payment shall be made on the linear feet of concrete curb and gutter in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 520 and Technical Standards J.

Concrete Ditch Pavement, Type D (Bid Item No. 28)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary for the construction of concrete curb in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be by the linear feet (LF).
- C. Basis of Payment: Payment shall be made on the linear feet of concrete curb in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 520 and Technical Standards J.

Valve Boxes, Adjust (Bid Item No. 29)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary for the adjustment of valve boxes in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be for each valve box adjusted (EA).
- C. Basis of Payment: Payment shall be made for each valve box adjusted in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section XXX.

Pull & Splice Box, F&I, 13" X 24" (Bid Item No. 30)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary to furnish and install pull, splice, and junction boxes in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be for each box adjusted (EA).
- C. Basis of Payment: Payment shall be made for each box adjusted in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 635.

Pull & Splice Box, F&I, 24" X 36" (Bid Item No. 31)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary to furnish and install pull, splice, and junction boxes in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be for each box adjusted (EA).
- C. Basis of Payment: Payment shall be made for each box adjusted in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 425.

Mailbox, F&I Single (Bid Item No. 32)

- A. Description: This item consists of all material, labor, equipment and incidentals necessary to furnish and install mailboxes in accordance with the notes and details shown in the plans.
- B. Measurement: The unit of measurement for this item will be for each mailbox installed (EA).
- C. Basis of Payment: Payment shall be made for each mailbox in accordance with the construction drawings and accepted by the City.
- D. References: FDOT Standard Specification Section 110-10.3 and FDOT Design Standards 532.

20.5 Project Plans have been uploaded as a separate document titled "Attachment 1 – Project Plans".

BID FORM

TO: City of Gainesville, Florida
Purchasing, Station 32
200 East University Avenue
Gainesville, Florida 32601

PROJECT: **Bus Stop Improvements – Phases V and VI**

BID#: **RTSX-170052-DS**

BID DUE DATE: **August 21, 2017 @ 3:00 p.m.**

CITY'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name:	Daphyne Sesco, Senior Buyer	Telephone Number:	352-334-5021
		Fax Number:	352-334-3163
		Email address:	sescoda@cityofgainesville.org

Bidder Legal Name: _____

Bidder Alias/DBA: _____

Bidder's Address: _____

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: _____ Telephone Number _____

Date: _____ Fax Number _____

Email address _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.'s _____, _____, _____, to these Specifications.

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

BID PRICES

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications.

NO.	ITEM	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LS	1		
2	MAINTENANCE OF TRAFFIC	ED	60		
3	SEDIMENT BARRIER	LF	3730.0		
4	INLET PROTECTION SYSTEM	EA	69.0		
5	CLEARING AND GRUBBING	LS	1.0		
6	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1462.6		
7	REGULAR EXCAVATION	CY	231.4		
8	EMBANKMENT	CY	57.4		
9	OPTIONAL BASE, BASE GROUP 01	SY	0.0		
10	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	0.0		
11	CONC. CLASS NS, GRAVITY WALL	CY	0.0		
12	PIPE HANDRAIL, GUIDERAIL, ALUMINUM	LF	32.0		
13	CONCRETE CURB & GUTTER, TYPE E	LF	30.0		
14	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	673.3		
15	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1646.7		
16	PAVERS, ARCHITECTURAL, SIDEWALK	SY	0.0		
17	DETECTABLE WARNING SURFACE	EA	2.0		
18	PERFORMANCE TURF, SOD	SY	1058.1		
19	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	0.0		
20	SINGLE POST SIGN, RELOCATE	AS	65.0		
21	REINFORCED CEMENT CONCRETE, 6"	SY	0.0		
22	INLETS, DT BOT, TYPE C, <10'	EA	0.0		
23	MANHOLE, ADJUST, UTILITIES	EA	3.0		
24	PIPE CULV, OPT MATL, ROUND, 18" SD	LF	0.0		
25	MITERED END SECT, OPTIONAL RD, 18" SD	EA	0.0		
26	CONCRETE DITCH PAVT., NR, 3"	SY	0.0		
28	CONCRETE CURB & GUTTER, TYPE F	LF	53.0		
29	CONCRETE CURB, TYPE D	LF	21.0		
30	VALVE BOXES, ADJUST	EA	2.0		
31	PULL & SPLICE BOX, F&I, 13" x 24"	EA	2.0		
32	PULL & SPLICE BOX, F&I, 24" X 36"	EA	1.0		
33	MAILBOX, F&I SINGLE	EA	1.0		
GRAND TOTAL					

TOTAL OF ALL ESTIMATED PRICES:

 (use words)

 \$

(use words)

(figures)

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Note: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID

Bidder guarantees compliance with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990, and acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for compliance with such Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) ☐ YES ☐ NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions) ☐ YES ☐ NO

LIVING WAGE COMPLIANCE NOT APPLICABLE – DAVIS BACON APPLIES (SEE PAGE 71)

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- ☐ Living Wage Ordinance does not apply (check all that apply)
- ☐ Not a covered service
 - ☐ Contract does not exceed \$100,000
 - ☐ Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - ☐ Located within the City of Gainesville enterprise zone.
- ☐ Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- ☐ Bid is in full compliance with the Specifications.
- ☐ Bid is in full compliance with Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the Federal Transit Administration (FTA) Requirements and agrees that the provisions thereof shall apply to this bid.

ATTEST:

(CORPORATE SEAL)
BIDDER:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the bid.**

Please TYPE or PRINT legibly. Use additional sheets as necessary.

SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Disadvantaged Business Entity
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Disadvantaged Business Entity
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: _____

Form Completed By: _____

Date: _____

Title: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____ A.D., 20____, by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and _____, ("CONTRACTOR").

The parties hereto in consideration of the mutual covenants herein recited, do hereby agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents ("Bid Documents"), attached and made a part of this contract:

Contract
Addenda or modifications of any nature, if any
Supplementary conditions, if any
Technical specifications, if any
Special provisions
General conditions
Instructions to bidders
Bid form
Invitation to bid

2. This contract is for a term of _____ after commencement of work. The CITY shall make payment to the CONTRACTOR for the faithful performance of this contract the sum of _____ (\$00.00) in accordance with Section 20 of the General Conditions, which are attached hereto and incorporated herein by reference as stated above.

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Bid Documents.

4. Florida Public Records Act

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- a. Keep and maintain public records required by the public agency to perform the service.

- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS-(INSERT NAME), 352-____-_____, ____@cityofgainesville.org, P.O. BOX 490 MAIL STATION __, GAINESVILLE, FL 32627.

5. This Contract, together with the attached bid documents, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

CONTRACTOR:

Title:_____

Title:_____

ATTEST OR WITNESS:

CITY OF GAINESVILLE

Title:_____

City Manager

SAMPLE

Project Name.: _____
 Bid No. _____
 Bid Due Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
 _____ (hereinafter called "Principal") and
 _____ (hereinafter called "Surety"), are held and firmly bound unto the City
 of Gainesville, Gainesville, Florida (hereinafter called the "Owner") in the sum of _____
 _____ Dollars (\$ _____) for the payment of which sum well and
 truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
 firmly by these presents; and

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the City of Gainesville, for
 furnishing certain labor, materials, or equipment and performance of the work covered in the Bid Form and in
 accordance with the Specifications; and

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond
 in an amount at least 5% of the Bid shall be submitted with said Bid as a guarantee that the Bidder would, if
 awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within
 fifteen (15) consecutive calendar days after written notice having been given of the award of the Contract;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if the Principal,
 within fifteen (15) consecutive calendar days after written notice of such acceptance, enters into a written Contract
 with the Owner and furnishes a Performance Bond in required form for the full amount of the Contract, if such
 Performance Bond is required, then this obligation shall be void; otherwise, the sum herein stated shall be due and
 payable to the Owner and the Surety herein agrees to pay the said sum immediately upon demand of the Owner in
 good and lawful money of the United States of America as liquidated damages for the failure thereof of said
 Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as Surety herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, this ____ day of _____, 20____, A.D.

ATTEST:

AS TO PRINCIPAL:

Title: __________
By: _____
Title: _____

ATTEST:

AS TO SURETY:

Title: __________
By: _____
Title: _____

COUNTERSIGNED

BY: _____

Name: _____

Title: _____ Resident Agent

Street Address: _____ *

*Note: Post office address of resident agent is not acceptable.

This Bond shall be accompanied with Attorney-in-Fact's and Agent's authority from Surety.

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

CITY LICENSES, PERMITS AND FEE

Pursuant to the Public Bid Disclosure Act, EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE CITY BEFORE OR DURING CONSTRUCTION OR THE % METHOD OR UNIT METHOD OF ALL LICENSE, PERMITS AND FEES REQUIRED BY THE CITY AND PAYABLE TO THE CITY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS AS FOLLOWS:

Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above list.

Business License Tax Receipt must be in effect as required by Florida Statute 205.065 and City of Gainesville Ordinance Chapter 25-41.

DISADVANTAGED BUSINESS ENTITIES UNAVAILABILITY FORM

This form will assist you in meeting your Good Faith Efforts requirements. *Please TYPE or PRINT legibly. Use additional sheets as necessary.*

***Note:** Keep all relevant documentation that verifies opportunities were provided to Disadvantaged Business Entities (DBE). If it is not evident that your firm made Good Faith Efforts to maximize the utilization of DBE utilization goal, you will be asked to submit documentation.

BUSINESS RESPONSES: **1** -Did not bid in response to the invitation; **2** -Submitted a bid which was not the low responsible bid; **3** - Please specify other.

Disadvantaged Business Entity Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:

The undersigned representative of the prime contractor confirms that the above DBE businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's bid/proposal for the City of Gainesville.

Bidding/Proposing Company: _____ Form Completed By: _____

Title: _____ Signature: _____ Date: _____

SUBCONTRACTOR AND MATERIAL SUPPLIER PAYMENT CERTIFICATION

☐ Qualified Local Small Business Subcontractor/Material supplier

☐ Other Subcontractor/Material Supplier

PROJECT INFORMATION

Contract/Project Name: _____

Contract/Project #: _____

Location (park, facility, etc.): _____

Address: _____

City, State, Zip Code: _____ Gainesville, Florida _____

Prime Contractor: _____

Subcontractor/Material Supplier: _____

Amount of Contract between Prime Contractor and Subcontractor/Material Supplier \$ _____

SUBCONTRACTOR AND MATERIAL SUPPLIER



PARTIAL PAYMENT CERTIFICATION

Amount Paid to Date \$ _____

Percentage Paid to Date _____ %

This is to certify that _____

(Subcontractor or Material Supplier)

Received partial payment in the amount of \$ _____ on _____
(amount) (date)

SUBCONTRACTOR AND MATERIAL SUPPLIER



WAIVER AND RELEASE OF LIEN – FINAL PAYMENT

The undersigned lienor, in consideration of the **FINAL PAYMENT** in the amount of \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to

_____ (Prime Contractor)

on the job of the **CITY OF GAINESVILLE, FLORIDA** contract/location described above.

Official of Subcontractor or Material Supplier:

Printed _____

Signed _____

Sworn to and subscribed before me this
_____ day of _____ A.D., 20____

(Notary Public)

Commission Expires

Notary Seal

Official of Prime Contractor:

Printed _____

Signed _____

Sworn to and subscribed before me this
_____ day of _____ A.D., 20____

(Notary Public)

Commission Expires

Notary Seal

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Project Manager:

Project Manager's Project
No.:

Project:

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]***Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.☐ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:☐ Lump Sum☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:	By:	By:
Project Manager (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Title:	Title:	Title:
--------	--------	--------

Date:	Date:	Date:
-------	-------	-------

Approved by Funding Agency (if applicable)

By: Date:

Title:

Field Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Project Manager:

Project Manager's Project No.:

Project:

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By:

Project Manager (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

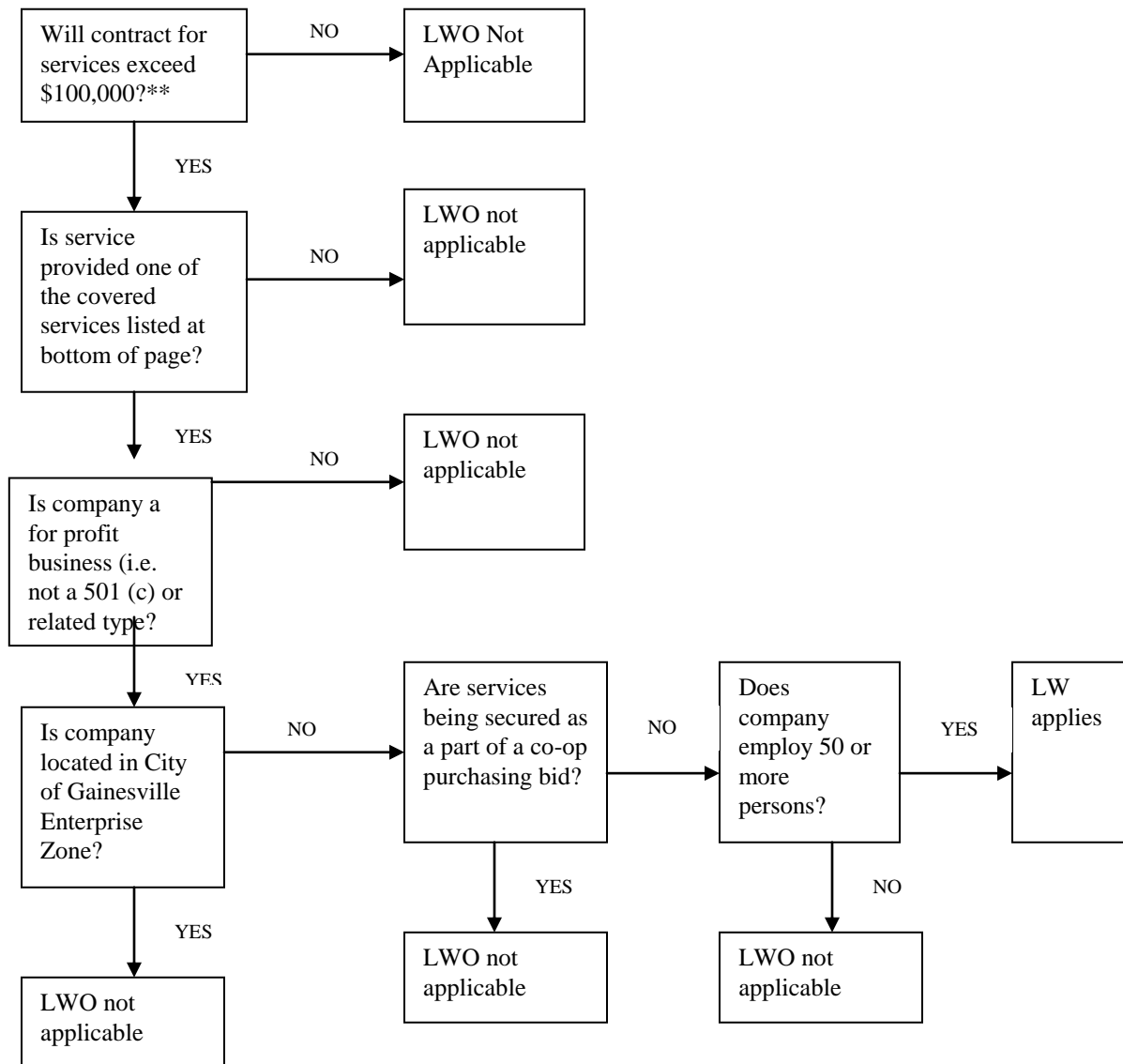
Title:

Date:

Date:

LIVING WAGE DECISION TREE - **NOT APPLICABLE**

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services

****Total value of contract**

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for _____ a living wage of \$_____ per hour to covered employees who receive Health Benefits from the undersigned employer and \$_____ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor:_____

Address:_____

Phone Number:_____

Name of Local Contact Person_____

Address:_____

Phone Number:_____

\$_____
(Amount of Contract)

Signature:_____ Date:_____

Printed Name:_____

Title:_____

DEBARRED AND SUSPENDED BIDDERS:

Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions; and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.

2.1 Definitions.

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

- (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
- (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
- (c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.

- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, Procurement is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes
 - (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
 - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
 - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
 - (5) Debarment by any other governmental agency.
- (b) Conditions.
 - (1) Debarment for any of the causes set forth in this section shall be made only upon approval of Procurement.
 - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
 - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
 - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by Procurement
 - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, Procurement shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) Procurement may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When Procurement seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully

performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

BUY AMERICA CERTIFICATION
(Sign either compliance or non-compliance, not both)

The bidder must submit to City of Gainesville the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the application regulations in 49 C.F.R. § 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11 Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		
3. Has the firm defaulted on any project in the past three (3) years?		
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?		
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?		
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?		
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?		
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.		

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Bidder Name: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

SUBCONTRACTOR/SUBCONSULTANT LIST and BIDDER STATUS

The Bidder/Proposer shall provide information on ALL prospective subcontractor(s)/subconsultant(s) who submit bids/quotations in support of this solicitation. Use additional sheets as necessary.

IDENTIFY EVERY SUBCONTRACTOR(S)/ SUBCONSULTANT(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED D/M/WBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPT'S	UTILIZING ON THIS PROJECT
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ _____ AGE OF FIRM: _____	YES _____ NO: _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	____ Less than \$500K ____ \$500K-\$2 mil ____ \$2 mil - \$5 mil ____ more than \$5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ _____ AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	____ Less than \$500K ____ \$500K-\$2 mil ____ \$2 mil - \$5 mil ____ more than \$5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ _____ AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____	____ Less than \$500K ____ \$500K-\$2 mil ____ \$2 mil - \$5 mil ____ more than \$5 mil.	YES Or NO

Check here if use of subcontractor(s)/subconsultant(s) is/are not applicable for this project: ☐

Name of Bidder/Proposer: _____

Name/Title of person completing this form: _____

Is Bidder/Proposer a DBE? ____ Yes ____ No

If No, is Bidder/Proposer a M/WBE? ____ Yes ____ No

Signature: _____

Date: _____

General Decision Number: FL170200 01/06/2017 FL200

Superseded General Decision Number: FL20160200

State: Florida

Construction Type: Highway

County: Alachua County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/06/2017

* SUFL2013-018 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.81	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.96	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.68	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.82	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.73	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.11	0.00
LABORER: Common or General.....	\$ 8.94	0.00
LABORER: Grade Checker.....	\$ 13.52	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 14.34	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.63	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.70	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.38	0.00
OPERATOR: Bulldozer.....	\$ 15.74	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 20.38	0.00
OPERATOR: Curb Machine.....	\$ 19.33	0.00
OPERATOR: Drill.....	\$ 14.71	0.00
OPERATOR: Forklift.....	\$ 11.68	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.89	0.00
OPERATOR: Loader.....	\$ 13.03	0.00
OPERATOR: Mechanic.....	\$ 16.68	0.00
OPERATOR: Milling Machine.....	\$ 14.76	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.35	0.00

OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 11.80	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 13.76	0.00
OPERATOR: Trencher.....	\$ 19.99	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.02	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.55	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.64	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.42	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

BID #: RTSX-170052-DS

DUE DATE: August 21, 2017
 @ 3:00 p.m. (local time)

SEALED BID ON: Bus Stop Accessibility Improvements – Phases V and VI

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____